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Assistant Commissic
2900 Crystal Drive
Box Assignments
Arlington, VA 22202-3513



100919600



11-12-1998

U.S. Patent & TMOtc/TM Mail Rcpt Dt. #54

Please record the attached original documents o.

Name of conveying party:

OECO Corporation, a Delaware corporation

Name and address of receiving party:

OECO, LLC
4607 S.E. International Way
Milwaukie, OR 97222

Description of the interest conveyed or the transaction to be recorded and its execution date:

Merger of OECO Corporation, a Delaware Corporation with and into OECO, LLC, a Delaware limited liability company, dated May 29, 1998.

Application or registration numbers of trademarks affected:

Trademark
<u>Registration No(s).</u>
804,567
797,101

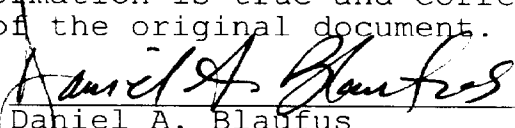
Name and address of the party to whom correspondence concerning the request to record the document should be mailed:

Daniel A. Blaufus
Tonkon, Torp, Galen, Marmaduke & Booth
1600 Pioneer Tower
888 SW Fifth Avenue
Portland, OR 97204-2099

Total number of applications/registrations and total fee:

2 trademarks - \$65

To the best of my knowledge and belief, the foregoing information is true and correct and the attached copy is a true copy of the original document.


 Daniel A. Blaufus
 Date: Nov. 10, 1998

Total number of pages including cover sheet, attachments and document: 15.

State of Delaware
Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"OECO CORPORATION", A DELAWARE CORPORATION,
WITH AND INTO "OECO, LLC" UNDER THE NAME OF "OECO, LLC", A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-NINTH DAY OF MAY, A.D. 1998, AT 9:01 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE KENT COUNTY RECORDER OF DEEDS.



Handwritten signature of Edward J. Freel in cursive script.

Edward J. Freel, Secretary of State

2885158 8100M
981205589

AUTHENTICATION: 9108343
DATE: 05-29-98

TRADEMARK
REEL: 1824 FRAME: 0887

**CERTIFICATE OF MERGER
OF
OECO CORPORATION, A DELAWARE CORPORATION
WITH AND INTO
OECO, LLC, A DELAWARE LIMITED LIABILITY COMPANY**

OECO, LLC, a limited liability company organized under the Delaware Limited Liability Company Act (the "Act"), hereby certifies that:

1. The name and jurisdiction of formation or organization of each of the domestic limited liability companies or other business entities which are to merge are:

<u>Name</u>	<u>Jurisdiction of Formation</u>
OECO, LLC (a limited liability company)	Delaware
OECO Corporation (a corporation)	Delaware

2. An Agreement of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent entities in accordance with Section 18-209 of the Act and Section 264 of the General Corporation Law of the State of Delaware (the "GCL").

3. The name of the surviving domestic limited liability company is "OECO, LLC."

4. The merger shall become effective upon the filing of this certificate in the office of the Secretary of State of the State of Delaware.

5. The executed Agreement of Merger is on file at the following place of business of the surviving domestic limited liability company:

OECO, LLC
4607 S.E. International Way
Milwaukie, Oregon 97222

6. A copy of the Agreement of Merger will be furnished by OECO, LLC, on request and without cost, to any member of OECO, LLC or any stockholder of OECO Corporation.

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:01 AM 05/29/1998
981205589 - 2885158

TRADEMARK
REEL: 1824 FRAME: 0888

IN WITNESS WHEREOF, this Certificate of Merger has been duly executed as of the 27 day of May, 1998, and is being filed in accordance with Section 18-209 of the Act and Section 264 of the GCL by an authorized person of the surviving domestic limited liability company.

OECO, LLC, a Delaware
limited liability company

By: John F. Lillicrop
John F. Lillicrop,
Chief Executive Officer

ATTEST:

By: Rande L. Bruhn
Rande L. Bruhn,
Secretary

STATE OF OREGON)
) ss:
County of Multnomah)

On this 27 day of May, 1998, personally appeared before me the above named John F. Lillicrop and acknowledged that he is the Chief Executive Officer of OECO, LLC, a Delaware limited liability company, and that the foregoing Certificate of Merger is the voluntary act and deed of the limited liability company and that the facts stated therein are true.

Mary Scallen Knowles
Notary Public for Oregon
My Commission Expires: 3-8-02

0099370004/204109 v02

AGREEMENT OF MERGER

This Agreement of Merger (this "Agreement"), dated May 26, 1998, is by and between OECO CORPORATION, a Delaware corporation ("OECO"), and OECO, LLC, a Delaware limited liability company ("OECO-LLC" or the "Surviving Entity"). OECO and OECO-LLC are collectively referred to herein as the "Constituent Entities."

RECITALS

1. The Board of Directors of OECO and the sole member of OECO-LLC have determined that it is in the best interests of each party and their respective stockholder or member, as the case may be, to merge OECO with and into OECO-LLC (the "Merger").
2. Upon the consummation of the Merger, OECO will be merged with and into OECO-LLC, OECO-LLC will be the Surviving Entity and the separate existence of OECO will cease.
3. Pursuant to the Merger, each issued and outstanding share of the Common Stock, \$.01 par value per share, of OECO (individually a "Share" and collectively the "Shares") will be converted into 6750.8 limited liability company interests ("Units") of OECO-LLC (the "Merger Consideration"). Such conversion is provided for and is subject to the limitations set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, the parties hereby agree as follows:

Section 1. The Merger

1.1 The Merger. Subject to the terms and conditions of this Agreement, OECO shall merge with and into OECO-LLC. At and after the Effective Time of the Merger, as defined in Section 1.3 of this Agreement, OECO-LLC shall survive as a limited liability company continuing to operate under the name "OECO, LLC," organized under and governed by the laws of the State of Delaware. At the Effective Time, the separate existence of OECO shall cease.

1.2 Further Assurances. From time to time after the Effective Time, the officers and directors of OECO last in office shall execute and deliver such deeds and other documents and instruments and shall cause to be taken such further actions as shall reasonably be necessary in order to vest or perfect in the Surviving Entity title to and possession of all the property, interests, assets, rights, immunities and franchises of OECO.

1.3 Effective Time. The Merger shall become effective upon the filing of a Certificate of Merger with the Secretary of State of the State of Delaware, substantially in the form of Exhibit A (the "Effective Time").

1.4 Effect of the Merger. At and after the Effective Time, the effect of the Merger shall be as provided under the applicable provisions of the Delaware General Corporation Law and the Delaware Limited Liability Company Act. Without limiting the generality of the foregoing, at and after the Effective Time, to the extent consistent with its certificate of formation, the Surviving Entity shall possess all the rights, privileges, immunities and franchises, of a public as well as a private nature, of the Constituent Entities, and all property, real, personal, intangible and mixed, and all debts, contingent or otherwise, due to either of the Constituent Entities on any account, and all other choses in action belonging to either of the Constituent Entities, and all other interests of all of the Constituent Entities shall be deemed vested in the Surviving Entity without further act or deed. The title to any real or personal property, or any interest therein, vested in either of the Constituent Entities shall not revert or be in any way impaired by reason of the Merger. At and after the Effective Time, the Surviving Entity shall be responsible and liable for all the liabilities and obligations of both of the Constituent Entities. Neither the rights of creditors nor any liens upon any property of either of the Constituent Entities shall be impaired by the Merger. Any claim, existing action or proceeding pending by or against either of the Constituent Entities may be prosecuted by or against the Surviving Entity.

1.5 Conversion of OEKO Shares; Cancellation of OEKO-LLC Units. At the Effective Time, by virtue of the Merger and without any action on the part of the holder of any stock or Units, as applicable, of the Constituent Entities:

1.5.1 Each Share then issued and outstanding shall automatically and by operation of law be converted into the Merger Consideration.

1.5.2 Each issued and outstanding Unit of OEKO-LLC existing immediately prior to the Effective Time shall be canceled and cease to exist.

1.6 No Further Rights. From and after the Effective Time, holders of stock certificates formerly evidencing the Shares shall cease to have any rights as stockholders of OEKO, except for the right to receive the Merger Consideration, and except as otherwise provided by law. At the Effective Time, the stock transfer books of OEKO shall be closed and no transfer of Shares shall thereafter be made, except as provided in Section 1.7.

1.7 Surrender of Certificates. From and after the Effective Time, upon proper surrender to OEKO-LLC or its agent of a certificate for Shares, OEKO-LLC or its agent shall promptly register the Merger Consideration in the name of the holder of such surrendered Shares or as properly directed by such holder. From and after the Effective Time, certificates formerly evidencing Shares shall be deemed for all purposes to evidence the Merger Consideration, except as otherwise provided by law; provided, however, that no dividends or other distributions in respect of the Merger Consideration shall be paid until the holder of a certificate for Shares shall have surrendered such certificate, at which time the holder shall be paid the amount of dividends or distributions, if any, without interest, which shall theretofore have become payable with respect to the Merger Consideration.

Section 2. Certificate of Formation; Limited Liability Company Agreement; Directors and Officers

At the Effective Time:

2.1 Certificate of Formation. The certificate of formation of OEEO-LLC as in effect immediately prior to the Effective Time shall be the certificate of formation of the Surviving Entity.

2.2 Limited Liability Company Agreement. The limited liability company agreement of OEEO-LLC as in effect immediately prior to the Effective Time shall be the limited liability company agreement of the Surviving Entity until amended or repealed as provided therein.

2.3 Directors and Officers. The Board of Directors of the Surviving Entity shall consist of those persons who compose the Board of Directors of OEEO-LLC immediately prior to the Effective Time, and they shall hold office in each case until their successors are elected and qualified. The officers of the Surviving Entity shall be those persons who are officers of OEEO-LLC immediately prior to the Effective Time, and they shall hold office in each case at the pleasure of the Board of Directors of the Surviving Entity.

Section 3. Abandonment of Plan

The Board of Directors of OEEO or the sole member of OEEO-LLC shall, at any time prior to the Effective Time, for any reason deemed sufficient and proper, have the power and authority to abandon and refrain from making effective the Merger set forth herein, in which case this Agreement shall be null and void.

Section 4. Miscellaneous Provisions

4.1 Governing Law. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Delaware, without regard to the principles of conflicts of laws.

4.2 Partial Invalidity. If any one or more of the provisions contained herein shall be held, for any reason, to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision were not contained in this Agreement.

4.3 No Third-Party Beneficiary Rights. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person or entity other than the parties and their successors and permitted assigns, any right, remedy or claim under or by reason of this Agreement.

4.4 Successor and Assigns, Parties in Interest. This Agreement shall not be assignable by any party hereto without the prior written consent of the other party. This

Agreement shall be binding upon and inure to the benefit of, and be enforceable by the parties hereto and their respective successors and permitted assigns.

4.5 Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be considered an original counterpart, and shall become a binding agreement when each party shall have executed one counterpart.

4.6 Exhibits. The Exhibit referred to in this Agreement shall be construed as an integral part of this Agreement to the same extent as if the same had been set forth verbatim herein.

4.7 Further Actions. Each of the parties hereto agrees that, subject to its legal obligations, it will use its best efforts to fulfill all conditions precedent specified herein, to the extent that such conditions are within its control, and to do all things reasonably necessary to consummate the Merger.

4.8 Entire Agreement. This Agreement, including the Exhibit, contains the entire understanding of the parties hereto with respect to the Merger and supersedes all other prior agreements and understandings, oral and written, between the parties hereto with respect to the Merger.

4.9 Amendment. This Agreement may not be amended except in a writing executed by the parties hereto; provided that after this Agreement has been adopted by the sole stockholder of OECO and the sole member of OECO-LLC, no such amendment shall reduce the amount or change the form of the Merger Consideration to be paid pursuant to this Agreement or alter or change any of the terms or conditions of this Agreement if such alteration or change would adversely affect the sole stockholder of OECO or the sole member of OECO-LLC.

4.10 Notices. All notices required or permitted to be given under this Agreement shall be in writing. Notices may be served by certified or registered mail, postage paid, return receipt requested; by private carrier, prepaid; by telex, facsimile, or other telecommunications device capable of transmitting or creating a written record; or personally. Notices shall be effective upon actual delivery. Unless a party changes its address by giving notice to the other party as provided herein, notices shall be delivered to the parties at the following addresses:

If to OECO or OECO-LLC:

Rande L. Bruhn
4607 S.E. International Way
Milwaukie, OR 97222

with a copy to:

Thomas P. Palmer
Tonkon Torp LLP
1600 Pioneer Tower
888 SW Fifth Avenue
Portland, OR 97204-2099

IN WITNESS WHEREOF, OECO Corporation, a Delaware corporation, and OECO, LLC, a Delaware limited liability company, have each caused this Agreement to be duly executed as of the date first above written.

Attest:

Rande L. Bruhn
Rande L. Bruhn, Secretary

OECO CORPORATION,
a Delaware corporation

By John F. Lillicrop
John F. Lillicrop, President

Attest:

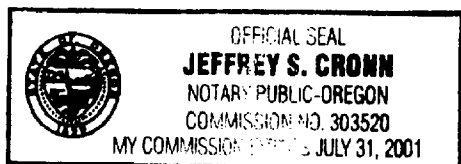
Rande L. Bruhn
Rande L. Bruhn, Secretary

OECO, LLC, a Delaware
limited liability company

By John F. Lillicrop
John F. Lillicrop,
Chief Executive Officer

STATE OF OREGON)
County of Multnomah) ss.

On this 27th day of May, 1998, John F. Lillicrop personally appeared before me and acknowledged that he is the President of OECO CORPORATION, a Delaware corporation, and that the foregoing Agreement of Merger is the voluntary act and deed of said corporation and that the facts stated therein are true.



Jeffrey S. Cronn
Notary Public for Oregon
My Commission Expires: 7-31-2001

STATE OF OREGON)
County of Multnomah) ss.


On this 27th day of May, 1998, John F. Lillicrop personally appeared before me and acknowledged that he is the Chief Executive Officer of OECO, LLC, a Delaware limited liability company, and that the foregoing Agreement of Merger is the voluntary act and deed of said entity and that the facts stated therein are true.

Jeffrey S. Cronn
Notary Public for Oregon
My Commission Expires: 7-31-2001

CERTIFICATES

The undersigned, Secretary of OECO CORPORATION, a Delaware corporation ("OECO"), hereby certifies, pursuant to Section 264 of the General Corporation Law of the State of Delaware, that the foregoing Agreement of Merger to which this Certificate is attached, after having been first duly signed on behalf of OECO by its President, and attested to by its Secretary, was duly approved and adopted on May 27, 1998, by written consent of the holder of all of the outstanding shares of capital stock of OECO which would have been entitled to vote on such matter had a meeting been called for such purpose, pursuant to Section 228 of the General Corporation Law of the State of Delaware which authorizes such action to be so taken.


27th IN WITNESS WHEREOF, the undersigned has executed this certificate on the day of May, 1998.



Rande L. Bruhn, Secretary

The undersigned, Secretary of OECO, LLC a Delaware limited liability company ("OECO-LLC"), hereby certifies, pursuant to Section 264 of the General Corporation Law of the State of Delaware, that the foregoing Agreement of Merger to which this Certificate is attached, after having been first duly signed on behalf of OECO-LLC by its Chief Executive Officer, and attested to by its Secretary, was duly approved and adopted on May 28, 1998, by written consent of the sole member of OECO-LLC which would have been entitled to vote on such matter had a meeting been called for such purpose, pursuant to Section 18-302 of the Delaware Limited Liability Company Act which authorizes such action to be so taken.

27th IN WITNESS WHEREOF, the undersigned has executed this certificate on the day of May, 1998.



Rande L. Bruhn, Secretary

EXHIBIT A

CERTIFICATE OF MERGER
OF
OECO CORPORATION, A DELAWARE CORPORATION
WITH AND INTO
OECO, LLC, A DELAWARE LIMITED LIABILITY COMPANY

OECO, LLC, a limited liability company organized under the Delaware Limited Liability Company Act (the "Act"), hereby certifies that:

1. The name and jurisdiction of formation or organization of each of the domestic limited liability companies or other business entities which is to merge are:

<u>Name</u>	<u>Jurisdiction of Formation</u>
OECO, LLC (a limited liability company)	Delaware
OECO Corporation (a corporation)	Delaware

2. An Agreement of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent entities in accordance with Section 18-209 of the Act and Section 264 of the General Corporation Law of the State of Delaware (the "DGCL").

3. The name of the surviving domestic limited liability company is "OECO, LLC".

4. The merger shall become effective upon the filing of this certificate in the office of the Secretary of State of the State of Delaware.

5. The executed Agreement of Merger is on file at the following place of business of the surviving domestic limited liability company:

OECO, LLC
4607 S.E. International Way
Milwaukie, Oregon 97222

6. A copy of the Agreement of Merger will be furnished by OECO, LLC, on request and without cost, to any member of OECO, LLC or any stockholder of OECO Corporation.

IN WITNESS WHEREOF, this Certificate of Merger has been duly executed as of the ___ day of May, 1998, and is being filed in accordance with Section 18-209 of the Act and Section 264 of the DGCL by an authorized person of the surviving domestic limited liability company.

OECO, LLC, a Delaware limited liability company

By: _____
John F. Lillicrop,
Chief Executive Officer

ATTEST:

By: _____
Rande L. Bruhn,
Secretary

STATE OF OREGON)
) ss:
County of _____)

On this ____ day of May, 1998, personally appeared before me the above named John F. Lillicrop and acknowledged that he is the Chief Executive Officer of OECO, LLC, a Delaware limited liability company, and that the foregoing Certificate of Merger is the voluntary act and deed of the limited liability company and that the facts stated therein are true.

Notary Public for _____
My Commission Expires: _____

005993/00004/204110 v01

**AMENDMENT NO. 1
TO AGREEMENT AND PLAN OF MERGER**

This is Amendment No. 1, dated as of May 28, 1998 (this "Amendment"), to the Agreement of Merger, dated May 26, 1998 (the "Merger Agreement"), by and between OECO CORPORATION, a Delaware corporation ("OECO"), and OECO, LLC, a Delaware limited liability company ("OECO-LLC").

WITNESSETH:

WHEREAS, pursuant to Section 4.9 of the Merger Agreement, OECO and OECO-LLC have agreed to amend the Merger Agreement, subject to the terms and conditions of this Amendment;

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Definitions

Capitalized terms used but not defined herein are used as defined in the Merger Agreement.

2. Amendment to the Merger Agreement

Section 1.4 of the Merger Agreement is hereby amended and restated in its entirety as follows:

"At and after the Effective Time, the effect of the Merger shall be as provided under the applicable provisions of the Delaware General Corporation Law and the Delaware Limited Liability Company Act. Without limiting the generality of the foregoing, at and after the Effective Time, to the extent consistent with its certificate of formation, the Surviving Entity shall possess all the rights, privileges, immunities and franchises, of a public as well as a private nature, of the Constituent Entities, and all property, real, personal, intangible and mixed, and all debts, contingent or otherwise, due to either of the Constituent Entities on any account, and all other choses in action belonging to either of the Constituent Entities, and all other interests of all of the Constituent Entities shall be deemed vested in the Surviving Entity without further act or deed. The title to any real or personal property, or any interest therein, vested in either of the Constituent Entities shall not revert or be in any way impaired by reason of the Merger. At and after the Effective Time, the Surviving Entity shall be

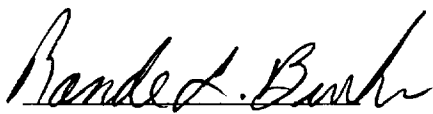
responsible and liable for all the liabilities and obligations of both of the Constituent Entities. Without limiting the generality of the preceding sentence, the Surviving Entity shall be responsible and liable for liabilities and obligations of OEKO-DEL immediately prior to the Effective Time including: (1) accrued vacation liability in the amount of \$275,300; (2) short term disability reserve in the amount of \$8000; and (3) accrued professional services in the amount of \$68,148. Neither the rights of creditors nor any liens upon any property of either of the Constituent Entities shall be impaired by the Merger. Any claim, existing action or proceeding pending by or against either of the Constituent Entities may be prosecuted by or against the Surviving Entity."

3. Miscellaneous

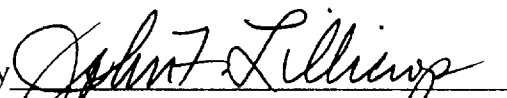
Except as expressly amended and modified hereby, the Merger Agreement is hereby reaffirmed and remains in full force and effect. The headings contained in this Amendment are for reference purposes only and shall not affect in any way the meaning or interpretation of this Amendment. This Amendment may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This Amendment shall be governed by and construed in accordance with the substantive law of the State of Delaware, without regard to the principles of conflicts of law.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their respective duly authorized representatives as of the date first above written.

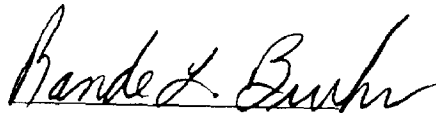
Attest:


Rande L. Bruhn, Secretary

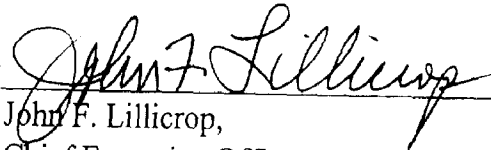
OEKO CORPORATION,
a Delaware Corporation

By 
John F. Lillcrop, President

Attest:


Rande L. Bruhn, Secretary

OECO, LLC,
a Delaware limited liability
Company

By 
John F. Lillicrop,
Chief Executive Officer

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